

ADDENDUM No. 1

May 13, 2014

ADDENDUM TO: Rogers Park Golf Course Cellular Communications Tower Lease

RFP NUMBER: 13-11

RFP DUE DATE: Tuesday, May 20, 2014 at 2:00pm

TO PROPOSER: This addendum is an integral part of the Proposal file under consideration by you as a proposer in connection with the subject matter identified above. For the purpose of clarification the following additions, changes, modifications and replacements noted below have been made to the Proposer and have been made to the Proposal file which bears the above title.

Bid Proposals submitted shall conform to these additions and modifications noted herein and including all issued addendums.

TSA's responses below are based on our interpretation of the vendor's questions.

REQUEST/QUESTION/CLARIFICATION

Question: If a proposer has a relationship/contract with another Hillsborough County jurisdiction to develop cell towers for an extended period of time (i.e.: in excess of 5 years) and has built a large number of towers for that jurisdiction, will that reference be given greater weight for purposes of satisfying the 5 reference requirement?

Response: No. Neither the County nor City has a local preference ordinance.

Question: How is the Base BID to be determined for purposes of determining the 5% security requirement? For instance if the Ground Lease is for an initial term of 5 year with 5 renewal terms, how is the Base Bid to be calculated. Does "not less than 5%" mean it could be more than 5%?

Response: Calculate your bid bond based on your initial construction costs, only. Your bid bond should total 5% of your total construction cost.

Question: If a proposer is accepted, is the base bid refunded or credited against future Ground Lease payments to be made to the TSA.

Response: TSA offered a sample chart for the vendor to calculate the lease payments /percentages to be offered to the Authority. There is no necessary "base bid". The "bid/offer" is solely the Contractors offer to the Authority. There will be a lease agreement in place between the Authority and the Contractor. There is no intent to refund any money to the Contractor.

Question: Is the Lease attached to the RFP the form of lease that will be executed between the successful proposer and TSA or will there be revisions? If the successful proposer suggests any amendments to the Lease form, and the Lease is not executed within 7 days of the RFP award will that trigger the liquidated damage provision?

Response: This is a sample lease agreement and is negotiable. As long as the Authority and Contractor are in negotiations and no construction has begun, the liquidated damage provision will not be in effect.

Question: For purpose of the performance bond, how is the Contract sum to be determined. How long must the bond be maintained?

Response: For the life of the construction phase of the tower, only.

Question: The RFP states that the Authority may change the Scope of the Contract through a Change Order. What type of Change Order is the Authority contemplating to the Work or the scope of the Contract? Will this allow the Authority to alter the Term of the Lease at any time?

Response: That Authority is not contemplating any change orders at this time. Change Orders prior to the bid opening will be considered an "Addendum". Any other changes will be permitted based on the terms of the lease, if any.

Note: To qualify your proposal, of which this addendum becomes a part, this form must be completed and returned to this office with the proposal.

Date: _____

Authorized Signature of Company Rep.

Printed Name of Company Rep.

Company: _____

Address: _____

Telephone: _____

Contact's Email: _____